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**PORSCHE CARS NORTH AMERICA,
INC**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

ROBERT HOSSEINI,

Plaintiff,

v.

**PORSCHE CARS NORTH AMERICA,
INC., and DOES 1 through 100, inclusive,**

Defendants.

Case No. 2:24-cv-05488-WLH-AS

JOINT RULE 26(f) REPORT

Complaint Filed: May 28, 2024
Case Removed: June 28, 2024
District Judge: Wesley L. Hsu

Trial Date: Not Set

1 Plaintiff Robert Hosseini (“Hosseini” or “Plaintiff”) and Defendant Porsche Cars
2 North America, Inc. (“PORSCHE” or “Defendant”), jointly submit this Rule 26(f)
3 report pursuant to the Court’s Order.

4 **1. PARTIES AND COUNSEL**

5 The parties to the above case are represented by their counsel: Plaintiff ROBERT
6 HOSSEINI (hereinafter “Plaintiff”) is represented by Abraham Law, PC, lead trial
7 counsel, Arye C. Abraham, and Defendant PORSCHE CARS NORTH AMERICA,
8 INC (“Defendant”) is represented by Andres F. Michel, Esq. and Robert A. Shields,
9 Esq. of Wilson Turner Kosmo LLP.

10 **2. STATEMENT OF THE CASE**

11 This is a Song-Beverly Consumer Warranty Act (hereinafter “SBA,” Song-
12 Beverly,” or “the Act”) action alleging various cause of action, including breach of
13 express and implied warranties.

14 Plaintiff purchased a 2020 Porsche Macan GTS (Certified Pre-Owned), vehicle
15 identification number: WP1AG2A53LLB55133, (hereinafter “Subject Vehicle” or “the
16 Vehicle”). PORSCHE provided an express written warranty relating to the VEHICLE.

17 Plaintiff alleges the subject vehicle had and has numerous manufacturer defects,
18 defects in assembly, and design defects. Plaintiff seeks a refund in exchange for
19 returning the subject vehicle. Moreover, Plaintiff will seek a civil penalty.

20 Defendant Porsche contends that Plaintiff alleges violations of the Song-Beverly
21 Act, breach of express and implied warranties, against it. Plaintiff’s basis for these
22 allegations hinge on certain vaguely defined vehicle conditions that allegedly arose
23 during Plaintiff’s ownership of the subject vehicle. Porsche denies Plaintiff’s
24 allegations and asserts that the subject vehicle met or exceeded all applicable industry
25 and government standards, was not defective as designed, manufactured, sold, or
26 represented to Plaintiff; and, that any service conditions experienced by Plaintiff did not
27 substantially impair the use, value, or safety of the subject vehicle. Otherwise, Porsche
28 has not completed its investigation or engaged in formal discovery concerning the

1 allegations made in Plaintiff's Complaint. Porsche's defenses in this matter depend on
2 the specific legal theories and factual bases advanced by Plaintiff. Porsche exercised its
3 right to plead in the alternative, and in support of that right has pled the following
4 affirmative defenses and/or denials and further reserves the right to amend its pleadings
5 to assert additional defenses, as appropriate, and as discovery in this matter progresses.

6 **3. SUBJECT MATTER JURISDICTION**

7 Plaintiff filed this action in State Court on May 28, 2024 in Los Angeles County,
8 CA. On June 28, 2024, Defendant filed an Answer to Plaintiff's Complaint and
9 simultaneously filed a notice of removal to Federal Court. Defendant contends that this
10 Court has Subject Matter Jurisdiction over this action pursuant to 28 U.S.C. § 1332. The
11 Parties maintain that the Parties are diverse and the amount in controversy exceeds
12 \$75,000.

13 All Parties have been properly served. Plaintiff reserves the right to add
14 additional parties and amend the pleadings. Plaintiff will be in a better position to add
15 parties and amend the complaint for additional causes of action after initial discovery is
16 conducted and depending on whether Defendants decide to file any dispositive motions.

17 **4. LEGAL ISSUES**

18 Plaintiff contends that PCNA has violated the Song-Beverly Consumer Warranty
19 Act.

20 Defendant generally denies Plaintiff's allegations outlined in Plaintiff's
21 Complaint.

22 **5. PARTIES, EVIDENCE, ETC.**

23 Plaintiff's List of Parties and witnesses:

- 24 - ROBERT HOSSEINI - Plaintiff
25 - Porsche Cars North America, Inc.
26 - Dealership Personnel
27 - Percipient witnesses not identified as of this date

28 Defendant's List of Parties and witnesses:

1 Key Documents:

- 2 - Sales Contract
3 - Porsche Cars North America, Inc.'s New Motor Vehicle Warranty
4 - Repair Orders
5 - Financial documents
6 - Customer Relations Documents
7 - Technical Documents

8 **6. DAMAGES**

9 Plaintiff seeks rescission, restitution, actual damages, incidental and
10 consequential damages, civil penalties for the violations alleged in the Complaint,
11 prejudgment interest, attorneys' fees and costs.

12 Defendant disputes Plaintiff's damages, including that Plaintiff is entitled to
13 restitution, civil penalties, punitive damages, incidental and consequential damages,
14 prejudgment interest, and attorneys' fees and costs.

15 **7. INSURANCE**

16 At this time, Defendant is not aware of any insurance concerning the causes of
17 action at hand.

18 **8. MOTIONS**

19 Plaintiff contends: Plaintiff does not intend to file any immediate motions but
20 reserves the right to do so at a later date.

21 Defendant does not intend to file any immediate motions but reserves the right to
22 do so at a later date.

23 **9. MANUAL FOR COMPLEX LITIGATION**

24 Plaintiff does not suggest utilizing the Manual for Complex Litigation.

25 Defendant does not suggest utilizing the Manual for Complex Litigation.
26
27
28

1 **10. STATUS OF DISCOVERY**

2 Plaintiff contends that counsel may serve and accept service of written discovery
3 on behalf of its Parties via e-mail. The Parties have not identified any anticipated
4 discovery disputes.

5 Defendant contends that counsel may serve and accept service of written
6 discovery on behalf of its Parties via e-mail. The Parties have not identified any
7 anticipated discovery disputes.

8 To date, Parties have not engaged in formal discovery.

9 **11. DISCOVERY PLAN**

10 i. Parties will seek discovery on the following subjects:

11 Plaintiff's ownership, use, operation, and maintenance of the Subject Vehicle;
12 the timing and extent of service and repairs to the Subject Vehicle; Plaintiff's
13 communications with Defendant and all dealership(s) regarding alleged defects with the
14 Subject Vehicle; dealership efforts to repair or address any alleged defects with the
15 Subject Vehicle; Plaintiff's claimed damages; and facts related to each of Plaintiff's
16 causes of action. The Parties agree that discovery will include at least an inspection of
17 the Subject Vehicle, the deposition of Plaintiff and Defendant's person most qualified,
18 depositions of any other third-party entities or individual(s) with relevant information
19 regarding the Subject Vehicle including Plaintiff's purchase of or service to the subject
20 vehicle, and deposition(s) of expert witness(es).

21 iii. Miscellaneous Discovery Issues, Preservation of Evidence,

22 Parties contend that discovery will include at least an inspection of the subject
23 Vehicle, the deposition of Plaintiff and Defendant, depositions of any other third-party
24 entities or individual(s) with relevant information regarding the Subject Vehicle
25 including Plaintiff's purchase of or service to the subject vehicle, and deposition(s) of
26 expert witness(es).

27 Parties do not anticipate serving interrogatories in excess of those permitted by
28 Federal Rule of Civil Procedure 33.

1 Parties contend no other modifications of the discovery limitations set forth in
2 Federal Rules of Civil Procedure or the Local Rules are necessary. However, the Parties
3 reserves their right to request the Court to modify the limitations imposed by Rule 26(f)
4 of the Federal Rules of Civil Procedure and the Local Rules.

5 Parties have reviewed the Checklist for Rule 26(f) Meet and Confer Regarding
6 Electronically Stored Information (“ESI”). In compliance with Plaintiff’s and
7 Defendant’s discovery obligations under the Federal Rules of Civil Procedure, Parties
8 have taken reasonable measures to preserve relevant documents. These documents
9 include electronically stored information (“ESI”) maintained in locations and systems
10 where such relevant information is likely to be found in accordance with the Federal
11 Rules.

12 Regarding the method of searching for ESI, the Parties contends that the
13 responding party is best situated to decide how to search for and produce ESI responsive
14 to discovery requests. Consequently, the party responding to discovery shall determine
15 the method used to search for and produce responsive ESI, and such methods shall be
16 reasonable and proportional to the needs of this case.

17 Responsive electronic discovery shall be produced to the requesting party in a
18 commercially reasonable manner or in the manner kept in Defendant’s or the producing
19 party’s regular course of business, whichever is less burdensome and more economical
20 for the producing party. If a party requests documents that are stored in an electronic
21 format, the disclosing party may provide the requesting party printed copies of the
22 responsive documents or may provide the requesting party electronic copies of the
23 responsive documents in a reasonably usable form on CD, DVD, hard drive, by e-mail,
24 or other electronic means.

25 Parties anticipate the need for expert discovery in this matter. Parties will comply
26 with the Federal Rules of Civil Procedures for the completion of expert discovery and
27 disclosure. Defendant also agrees that their counsel will accept service for deposition
28 subpoenas for their experts.

1 **12. DISCOVERY CUT-OFF**

2 Parties proposes a discovery cut-off date of April 28, 2025.

3 **13. EXPERT DISCOVERY CUT-OFF**

4 Parties proposes an expert discovery cut off under Rule 26(a)(2) of April 9, 2024
5 and Rebuttal Expert of April 23, 2024.

6 **14. DISPOSITIVE MOTIONS**

7 Parties do not anticipate any dispositive motions at this time. However, Parties
8 reserve the right to file a summary judgment motion as appropriate in accordance with
9 the Court's scheduling order.

10 **15. SETTLEMENT/ALTERNATIVE DISPUTE RESOLUTION**

11 Parties are agreeable to private mediation with Mr. Ron Akasaka and a settlement
12 conference before the Magistrate. At this time, Parties have commenced settlement
13 discussions.

14 **16. TRIAL ESTIMATE**

15 Parties anticipate a 5–7-day jury trial. Each party estimates calling 3-5 witnesses
16 at trial.

17 **17. TRIAL COUNSEL**

18 Plaintiff's Counsel will be Arye C. Abraham of Abraham Law, PC.

19 Defendant's Counsel will be Robert A. Shields and Andres F. Michel of Wilson,
20 Turner, Kosmo, LLP.

21 **18. INDEPENDENT EXPERT OR MASTER**

22 Parties do not anticipate recommending a master or expert.

23 **19. TIMETABLE**

24 Plaintiff attaches Exhibit A for the court.

25 **20. AMENDING PLEADINGS and ADDING PARTIES**

26 Plaintiff does not expect to add or dismiss any parties, claims, or defenses. Should
27 the parties wish to do so, Plaintiff proposes that the deadline to amend the pleadings
28 shall be October 1, 2024.

1 **21. OTHER ISSUES**

2 Parties do not anticipate any other issues at this time.

3 **22. CONSENT TO PROCEED BEFORE MAGISTRATE JUDGE**

4 Plaintiff respectfully declines consent to the assignment of this matter to a
5 Magistrate Judge.

6 Parties do not currently request any other orders, though they may seek additional
7 orders as discovery proceeds and if the need arises.

8

9

10 Dated: August 20, 2024

11

By: /s/ Andres F. Michel

12

Andres F. Michel, Esq.

13

Attorneys for Defendant

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PORSCHE CARS NORTH AMERICA,
INC.

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16

Dated: August 20, 2024

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By: /s/ Ayre C. Abraham

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Ayre C. Abraham

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Attorneys for Plaintiff

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ROBERT HOSSEINI

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SIGNATURE ATTESTATION

I hereby certify that authorization for the filing of this document has been obtained from each of the other signatories shown above and that all signatories concur in the filing's content.

/s/Andres F. Michel
Andres F. Michel

JUDGE SHERILYN PEACE GARNETT

SCHEDULE OF PRETRIAL AND TRIAL DATES WORKSHEET

Please complete this worksheet jointly and file it with your Joint Rule 26(f) Report.
The Court **ORDERS** the parties to make every effort to agree on dates.

Case No.	Case Name:		
Trial and Final Pretrial Conference Dates		Parties' Joint Date mm/dd/yyyy	Court Order
Check one: <input type="checkbox"/> Jury Trial or <input type="checkbox"/> Court Trial <input type="checkbox"/> Magistrate Judge (Monday at 8:30 a.m., within 12 months of Scheduling Conference) Estimated Duration: Days			<input type="checkbox"/> Jury Trial <input type="checkbox"/> Court Trial
Final Pretrial Conference ("FPTC") [L.R. 16] (Wednesday at 3:00 p.m., at least 18 days before trial)			
Event ¹ Note: Hearings shall be on Wednesday at 1:30pm Other dates can be any day of the week	Weeks Before FPTC²	Parties' Joint Date mm/dd/yyyy	Court Order
Last Date to <u>Hear</u> Motion to Amend Pleadings / Add Parties [Wednesday]	24		
Fact Discovery Cut-Off (No later than deadline for filing dispositive motion)	18		
Expert Disclosure (Initial)	16		
Expert Disclosure (Rebuttal)	14		
Expert Discovery Cut-Off	13		
Last Date to <u>Hear</u> Motions ³ • Motions due at least 4 weeks before hearing; • Opposition due at least 3 weeks before hearing; • Reply due at least 2 weeks before hearing.	12		
Last Date to <u>Hear</u> <i>Daubert</i> Motions	8		
Deadline to Complete Settlement Conference [L.R. 16-15] <u>Select one:</u> <input type="checkbox"/> 1. Magistrate Judge <i>(with Court approval)</i> <input type="checkbox"/> 2. Court's Mediation Panel <input type="checkbox"/> 3. Private Mediation	5		<input type="checkbox"/> 1. Mag. J. <input type="checkbox"/> 2. Panel <input type="checkbox"/> 3. Private
<u>Trial Filings (first round)</u> • Motions <i>In Limine</i> (except <i>Daubert</i>) • Memoranda of Contentions of Fact and Law [L.R. 16-4] • Witness Lists [L.R. 16-5] • Joint Exhibit List [L.R. 16-6.1] • Joint Status Report Regarding Settlement • Proposed Findings of Fact and Conclusions of Law [L.R. 52] (court trial only) • Declarations containing Direct Testimony, if ordered (court trial only)	4		
<u>Trial Filings (second round)</u> • Oppositions to Motions in Limine • Joint Proposed Final Pretrial Conference Order [L.R. 16-7] • Joint/Agreed Proposed Jury Instructions (jury trial only) • Disputed Proposed Jury Instructions (jury trial only) • Joint Proposed Verdict Forms (jury trial only) • Joint Proposed Statement of the Case (jury trial only) • Proposed Additional Voir Dire Questions, if any (jury trial only) • Evidentiary Objections to Declarations. of Direct Testimony (court trial only)	2		

¹ Once issued, this "schedule may be modified only for good cause and with the judge's consent." Fed. R. Civ. P. 16(b)4).

² The numbers below represent the Court's recommended timeline. The parties may propose alternate dates based on the needs of each individual case. Class Actions and ERISA cases may need to vary from the above.

³ Before filing Rule 56 motions, parties must review and comply with the Court's Standing Order for MSJ, which sets forth the briefing schedule and specific requirements for joint briefing and filing such motions.